

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 03-227**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

### **TWO (2) ALL PURPOSE MANURE SPREADERS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, September 3, 2003 in the office of the Purchasing Agent, Suite 200, "K" Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

CITY OF LINCOLN  
EQUIPMENT SPECIFICATIONS  
FOR  
AN ALL PURPOSE MANURE SPREADER

1. INSTRUCTIONS TO BIDDERS

- 1.1 Bidders shall submit the following for a complete bid:
  - 1.1.1 A copy of these Specifications with compliance marked "yes or no".
  - 1.1.2 A copy of these Specifications with all additional information provided where requested.
  - 1.1.3 Manufacturer's literature fully describing the equipment, the specified features, and all requested options.
  - 1.1.4 Complete details of the specified standard and extended warranties.
  - 1.1.5 Bid security.

2. MODEL

- 2.1 All-purpose manure spreader mounted on full-length all-welded unitized frame.
- 2.2 Equipment must be new, 2003, and of the latest improved model under current productions.
- 2.3 Specifications are based on a H&S Series 2 All Purpose Spreader.  
Bids for alternate equipment that are functionally equivalent to the H&S Series 2 All-Purpose Spreader will be given every consideration.
  - 2.3.1 Alternate equipment must have operating characteristics that are compatible with standard farm tractors and operator controls.
  - 2.3.2 It is intended that alternate models have the same operating characteristics as the H&S Series 2 All Purpose Spreader, such as carrying capacity, uniformity of spreading pattern, adaptability for wastewater biosolids, compatibility with standard farm tractors, operator controls and general performance.
- 2.4 These spreaders shall be especially constructed for the application of precise amounts of biosolids on agricultural cropland.

3. APPLICATION

- 3.1 It is the intent of these specifications to describe an all purpose spreader for use in the City's program for all biosolids produced by Theresa Street Wastewater Treatment Plant to be applied on agricultural croplands by farm cooperators selected to participate in this program.
- 3.2 Equipment will operate year-round in a biosolids application program that receives an average of 170 cubic yards per day (approximately 153 tons).

## TECHNICAL SPECIFICATIONS

### Meets Spec

#### 4. PERFORMANCE

- ☐ Yes ☐ No 4.1 Adaptable to road travel at moderate towing speeds (25 to 50 mph) for delivery to cooperators who contract to use these spreaders on their farm.  
☐ Yes ☐ No 4.2 Adaptable for use with typical farm tractors of 125 horsepower or more provided by the cooperative farmer.  
☐ Yes ☐ No 4.3 Meets or exceeds Federal safety standards for operator protection from entanglement in moving parts.  
☐ Yes ☐ No 4.4 Designed for accurate and consistent application of biosolid material.  
☐ Yes ☐ No 4.5 Designed to spread all types of manures or biosolids having solids content of 10%-25%.  
☐ Yes ☐ No 4.6 Must have built-in protection against damage to augers and agitators from foreign objects such as pieces of steel and frozen biosolids or manure.  
☐ Yes ☐ No 4.7 Design for safe towing by a standard ¾ ton pickup  
☐ Yes ☐ No 4.8 Spreader box and augers designed to prevent material bridging.

#### 5. SPREADER BOX

- ☐ Yes ☐ No 5.1 Capacity of approximately 350 cubic foot.  
☐ Yes ☐ No 5.2 V shaped, made of copper bearing steel with poly-lined sides.  
☐ Yes ☐ No 5.3 Dual augers w/ reverse and variable speed capability.  
☐ Yes ☐ No 5.4 Rear delivery with a sliding gate discharge.  
☐ Yes ☐ No 5.5 Expeller auger for consistent flow to distributor paddles.  
☐ Yes ☐ No 5.6 Shear bolt protection.  
☐ Yes ☐ No 5.7 Front and rear splash guards.

#### 6. CHASSIS

- ☐ Yes ☐ No 6.1 Tank length all-welded unitized frame.  
☐ Yes ☐ No 6.2 Constructed of structural steel and reinforced at all stress points.  
☐ Yes ☐ No 6.3 One-piece clevis hitch w/wear plates.  
☐ Yes ☐ No 6.4 Safety chain for tow by truck.

#### 7. POWER and CONTROL

- ☐ Yes ☐ No 7.1 PTO drive 540/1000.  
☐ Yes ☐ No 7.2 Hydraulic lines to tractor hydraulic system.  
☐ Yes ☐ No 7.3 Distribution controls placed on forward end of spreader.

Meets Spec

## 8. WHEELS and TIRES

- ☐ Yes ☐ No 8.1 Tandem axle.
- ☐ Yes ☐ No 8.2 New implement tires shall be installed on equipment.
- ☐ Yes ☐ No 8.3 Hubs, spindles and walking beam assemblies are load rated.

## 9. WARRANTY REQUIREMENTS

- 9.1 The successful bidder shall provide a full machine warranty for a period of not less than one (1) year from the date of acceptance.
- 9.1.1 Complete details of warranty shall accompany bid.
- 9.1.2 Service and repair performance, as more clearly described in Section 10 of these specifications, shall be in effect during this warranty.

## 10. SERVICE and REPAIR PERFORMANCE

- ☐ Yes ☐ No 10.1 The following shall constitute, in effect, a service contract between the City of Lincoln and the seller and shall remain in effect throughout all standard and extended warranty periods.
- ☐ Yes ☐ No 10.1.1 The seller warrants that all service and repair work will be performed by mechanics experienced in the operation and maintenance of such equipment.
- ☐ Yes ☐ No 10.1.2 All repair and service work shall be performed by a factory-authorized dealer.
- ☐ Yes ☐ No 10.2 The equipment shall be completely serviced and inspected by the seller prior to delivery to insure compliance with these specifications and the accepted proposal.
- ☐ Yes ☐ No 10.2.1 Upon delivery to the City of Lincoln Bluff Road Landfill, the equipment shall be ready for immediate operation.
- ☐ Yes ☐ No 10.3 Warranty repairs and repairs purchased from the seller shall, to every extent possible, be performed on site at the City of Lincoln's Sanitary Landfill maintenance facility.
- ☐ Yes ☐ No 10.3.1 In the event repairs are requested from the seller, the seller shall warrant that the equipment is to be placed back into service within two(2) weeks after the request is made for repairs.
- ☐ Yes ☐ No 10.3.2 Certain major repairs may require the removal of the equipment from the landfill site. Such repairs shall be performed at the seller's facility upon approval by the City of Lincoln with all associated equipment transportation costs paid by the seller.

Company Name\_\_\_\_\_

**Meets Spec**

☐ Yes ☐ No 10.4 The seller shall have the ability to supply to the City a parts inventory list on an annual basis beginning with the delivery of the equipment.

☐ Yes ☐ No 10.4.1 Repair or maintenance parts not normally available in the seller's parts inventory and ordered through the seller shall be available for pickup within the local Lincoln area, or be delivered to the City of Lincoln's Sanitary Landfill at no additional costs, within one (1) week after placing the order.

☐ Yes ☐ No 10.5 During periods of extended repairs, the seller shall have the ability to make available to the City rental equipment similar in performance as that specified at reasonable and customary rental rates.

☐ Yes ☐ No 10.6 The seller shall be required to inform the City of any changes or modifications to preventative maintenance procedures, normal service procedures, or recalls.

11. DELIVERY SCHEDULE

☐ Yes ☐ No 11.1 Delivery of the specified equipment, FOB to the City of Lincoln Sanitary Landfill, 6001 Bluff Road, requested within ninety (90) days after receipt of order.

☐ Yes ☐ No 11.2 Firm delivery schedule shall be noted on the proposal form.

**PROPOSAL**  
**SPECIFICATION NO. 03-227**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: 09/03/03**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specifications numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

**BIDDING SCHEDULE**

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	TOTAL
1.	Manure Spreader Make _____ Model _____	2 Each	\$_____	\$_____

BID SECURITY REQUIRED: Yes\_\_\_\_\_ No\_\_\_**X**\_\_\_

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-227**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE No. FAX No.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

\_\_\_\_\_  
ESTIMATED DELIVERY DAYS

\_\_\_\_\_  
TERMS OF PAYMENT

\_\_\_\_\_  
E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-



complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.